

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

|                             |   |                                |
|-----------------------------|---|--------------------------------|
|                             | X |                                |
|                             | : |                                |
| HECTOR ANTONIO ZAMORA,      | : |                                |
|                             | : |                                |
| Plaintiff,                  | : |                                |
|                             | : | Case Number: 1:08-cv-6185(AKH) |
| v.                          | : | ECF CASE                       |
| IVONNE VASQUEZ a/k/a YVONNE | : |                                |
| VASQUEZ,                    | : | <b>COMPLAINT AND</b>           |
|                             | : | <b>JURY DEMAND</b>             |
|                             | : |                                |
| Defendant.                  | : |                                |
|                             | X |                                |

**A. Preliminary Statement**

1. This action seeks declaratory, injunctive, and equitable relief; liquidated, compensatory and punitive damages; and costs and attorney's fees for Defendant's failure to provide financial support to maintain Plaintiff and his family at an income not less than 125 percent of the Federal poverty line during the period in which the affidavit has been enforceable.

**B. Jurisdiction**

2. This action arises under Section 213A of the Immigration and Nationality Act, (the "INA") as amended by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (the "IIRIRA").

3. Jurisdiction of these claims is proper pursuant to 8 U.S.C.A. § 1183(a)(e)(1) because an action to support a Section 213A Affidavit of Support may be brought against the sponsor in any appropriate court by a sponsored alien.

4. Jurisdiction over these claims is invoked pursuant to 28 USCA § 1331.

**C. Venue**

5. This action properly lies in the Southern District of New York pursuant to 28 USCA § 1391(b) because the claim arose in this judicial district and both parties have their principle place of business in this judicial district.

**D. Parties**

6. Plaintiff, Hector Zamora, is a citizen of Ecuador who resides at 2085 Lexington Avenue New York, New York, 10035.

7. Defendant Yvonne Vasquez is a citizen of the United States who resides at 55 Big Oak Lane, Stamford, Connecticut 06903.

**E. Pertinent Facts**

8. Plaintiff and Defendant were married on or about November 1, 1997 in the Dominican Republic.

9. On November 10, 1998 Yvonne Vasquez signed a Section 213A Affidavit of Support (Form I-864) while sponsoring Plaintiff for permanent resident status pursuant to the Immigration and Nationality Act, 8 U.S.C. §§ 1182(a)(4) and 1183a.

10. In the Affidavit of Support, Defendant agreed to provide financial support to maintain Plaintiff and his family at an income not less than 125 percent of the Federal Poverty Line during the entire period during which the affidavit was enforceable.

11. On or about October 10, 2000, a female child was born to the marriage named Caitlin Rose Vasquez-Zamora.

12. On or about May 1, 2002, Plaintiff and Defendant were divorced by judgment granted in the Dominican Republic.

13. In or about May 2000, Defendant stopped providing financial support to Plaintiff as required under the Affidavit of Support.

**F. Causes of Action**

*A. Breach of Contract*

14. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

15. On November 10, 1998 Yvonne Vasquez entered into a written agreement in the form of an Affidavit of Support (Form I-864) for the benefit of Hector Zamora, a copy of which is attached hereto as Exhibit A.

16. By the terms of the Affidavit of Support, Defendant agreed to provide financial support to maintain Plaintiff and his family at an income not less than 125 percent of the Federal Poverty Line during the period in which the affidavit was enforceable.

17. On or about May 1, 2000 Defendant breached said agreement by failing to financially support Plaintiff at an income not less than 125 percent of the Federal Poverty Line.

18. By reason of Defendant's breach, Plaintiff has been damaged.

*B. Promissory Estoppel*

19. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

20. Defendant represented both orally and in writing, that she would financially support Plaintiff.

21. Specifically, Defendant promised to provide financial support to maintain Plaintiff and his family at an income not less than 125 percent of the Federal Poverty Line.

22. Defendant expected and/or should have reasonably expected Plaintiff to rely on the aforementioned promise to provide support as it was Plaintiff's only means of entering the United States with his wife.

23. At all relevant times, Plaintiff understood and reasonably relied on the aforementioned promise to his detriment and harm, both pecuniary and otherwise.

24. As set forth herein, Defendant did not abide by her promise. Specifically, she has failed to provide financial support to maintain Plaintiff and his family at an income not less than 125 percent of the Federal Poverty Line

25. Substantial injustice can only be avoided by enforcing the promises made by Defendant to Plaintiff.

26. Defendant's conduct was willful and wanton, and Plaintiff is entitled to punitive/exemplary damages in addition to compensatory damages and other remedies available under the common law.

**G. Prayer for Relief**

WHEREFORE, Plaintiff Hector Zamora, prays that this Court:

- A. Declare the Defendant's conduct to be in violation of his rights;
- B. Enter an order for Specific Performance awarding him compensatory damages in an amount to be shown at trial for past and current economic losses;
- C. Award exemplary and/or punitive damages in an amount to be shown at trial;
- D. Award interest on any awards at the highest rate allowed by law;
- E. Award costs and attorney's fees pursuant to the terms of the Affidavit of Support and 8 U.S.C.A. § 1183a(c); and
- F. Grant such other relief as it this Court deems just and proper.

**H. Jury Demand**

Plaintiff Hector Zamora demands a jury to try all claims.

Respectfully submitted,

/s/ Patrick C. McGuinness (PM-2429)

Patrick C. McGuinness

**Law Offices of Patrick C. McGuinness LLC**

445 Broad Hollow Road

Suite 25

Melville, New York 11747

Tel: 631-881-0800